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IN THE

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Supreme Court of the United States

October Term, 1969

No. 661

HELLENIC LINES LIMITED

and

UNIVERSAL CARGO CARRIERS, INC.,

Petitioners,

v.

ZACHARIAS RHODITIS,

Respondent.

AMICI CURIAE BRIEF IN SUPPORT OF PETITIONERS

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Attorney for Amici Curiae
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and

The Union of Greek Shipowners
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AMICI CURIAE BRIEF IN SUPPORT OF PETITIONERS

Statement of Interest of Amici Curiae

This brief as *amici curiae* is respectfully submitted in support of Petitioners by The Union of Greek Shipowners and the Chamber of Shipping of Greece.

Petitioners and Respondent have consented to the filing of this brief. The letters of consent are on file with the Clerk of this Court.

The "S/S Hellenic Hero," a Greek flag vessel registered under Greek law, was operated and controlled by Petitioners. Hellenic Lines Limited, a 35 year old Greek Corporation all of whose stockholders are Greek citizens. Respondent, also a Greek citizen, was a resident and domiciliary of Greece and was employed and boarded said vessel at Greece under a Greek Collective Agreement which dictated submission of shipboard disputes to exclusive Greek Court jurisdiction and exclusive Greek law and contemplated payment to seamen, in the event of injury, of benefits under the Greek law in accordance with Greek social welfare programs.

The Union of Greek Shipowners, incorporated under Greek law in 1923 with a head office at Athens, is open to membership of Greek owners of vessels of over 4,500 deadweight tons. It has a membership of 175, owning over 6,000,000 gross tons registered under the Greek flag. It is the most representative of Greek owners. The Panhellenic Seamen's Federation, is a Greek corporation consisting of the various Maritime Trade Unions, i.e. the Unions of Masters; Radio Officers; Engineers of Internal Combustion Engines; Sailors, Firemen; Stewards and Ship's Cooks. It is the most representative of Greek seamen. Every Collective Agreement, including the one in the present case, is one bargained for and concluded by The Union of Greek Shipowners and the Panhellenic Seamen's Federation. Every Collective Agreement, including the one in the instant case, is approved by the Greek Minister of Mercantile Marine and has the effect of Greek law, binding on owners, masters, officers and crew of all Greek vessels of over 4,500 deadweight tons, even though the shipowner or

the master, officers and seamen be not members of The Union of Shipowners or the Panhellenic Seamen's Federation. Thus, The Union of Greek Shipowners and the Panhellenic Seamen's Federation work together to conserve and maintain the primacy of Greek Court jurisdiction and Greek law aboard Greek owned Greek flag vessels. In addition, The Union of Greek Shipowners' interest extends to attendance at International Conferences on questions of safety of human life at sea and the rendition of opinions to the Greek Government on such matters.

The Chamber of Shipping of Greece, a Greek corporation established some 40 years ago with a principal office at Athens, is a judicial person in the area of public law. Its members include all the owners of Greek flag ships, irrespective of size, kind or tonnage, totalling 3001 owners and about 10,364,687 gross tons. It is principally a consultive organization. It advises the Greek Ministry of Mercantile Marine and private industry on shipping including all questions of seamen employment and labor aboard Greek flag ships. It prepares all kinds of legal and administrative measures affecting ships and shipping, conducts arbitrations of maritime disputes, is represented at International Conferences on shipping, such as safety of human life at sea, load-lines, ship design and equipment, bills of lading, oil pollution, nuclear cargo and insurance, freight rates, conference practices, port development, trade and development, legislation; and publishes a Bulletin quarterly in which shipping questions are discussed. Like The Greek Union of Shipowners, it has a vital interest that Greek law and the jurisdiction of the Greek Courts, preserved in the Collective Agreements,

should exclusively govern personal injury disputes and all other disputes affecting the internal economy and discipline of Greek owned Greek flag vessels.

ARGUMENT

Respondent's maritime injury aboard a Greek flag vessel and the resultant dispute herein, admit of contacts with both the United States and Greece, and bring into play their competing laws. These competing contacts arise out of the parties' and vessel's engagement in international commerce.

This Honorable Court in *Lauritzen v. Larsen* (1953) 345 U.S. 571, 581, admonished that by long established usage, statutes dealing with maritime matters, including the Jones Act "have been construed to apply only to areas and transactions in which American law would be considered operative under prevelant doctrines of international law". International commerce, this Honorable Court in Lauritzen has told us, requires that there be mutual forbearance and that thus, if conflict is to be avoided in applying maritime law, the courts must ascertain and value the points of contact between the injury or transaction/ and the states or governments whose competing laws are involved. The Lauritzen Court said at page 582:

"Maritime law, like our municipal law, has attempted to avoid or resolve conflicts between competing laws by ascertaining and valuing points of contact between the transaction and the estates or governments whose competing laws are involved. The criteria, in general, appear to be arrived at from weighing of the significance of one or more connecting factors between

the shipping transaction regulated and the national interest served by the assertion of authority. *** But in dealing with international commerce we cannot be unmindful of the necessity for mutual forbearance if retaliations are to be avoided; nor should we forget that any contact which we hold sufficient to warrant application of our law to a foreign transaction will logically be as strong a warrant for a foreign country to apply its law to an American transaction."

As was said by this Court in *Romero v. International Terminal Operating Co.* (1959) 358 U.S. 354, 382-383:

"We are not dealing with the sovereign power of the United States to apply its law to situations involving one or more foreign contacts. But in the absence of a contrary congressional direction, we must apply these principles of choice of law that are consonant with the needs of a general federal maritime law and with due recognition of our self-regarding respect for the relevant interests of foreign nations in the regulation of maritime commerce as part of the legitimate concern of the international community. *** The controlling considerations are the interacting interests of the United States and of foreign countries, and in assessing them we must move with the circumspection appropriate when this Court is adjudicating issues inevitably entangled in the conduct of our international relations."

The Lauritzen Court set down 7 points of contact which should be considered in determining whether or not American law should be applied. They are in the order given:

1. The place of the wrongful act.
2. Law of the flag.
3. Allegiance or domicile of the injured.

4. Allegiance of the defendant shipowner.
5. Place of contract.
6. Inexcessibility of the foreign forum.
7. The law of the forum.

The Lauritzen Court concluded that three of the above were of special significance, namely, (1) the law of the flag, (2) the allegiance or domicile of the injured and (3) the allegiance to the defendant shipowner. The Lauritzen Court stated (pages 585-586), however, that "cardinal importance" was to be attached to the law of the flag and that "**** the weight given to the ensign overbears most other connecting events in determining applicable law," so much so that it "**** must prevail unless some heavy counter-weight appear" (pgs. 585-586). This pronouncement was merely a restatement of the settled American principle that the law of the flag controls matters relating to the internal economy and discipline of a vessel. Indeed, since Lauritzen, this Honorable Court has re-emphasized the paramount importance of the law of the flag. *McCulloch v. Sociedade Nacionale d. Marineros de Brazil* (1963) 372 U.S. 10 (National Labor Relations Act does not apply to maritime operations of ships owned by foreign subsidiaries of American corporations, crewed by alien seamen.)

Thus, this Honorable Court has made it clear that the ultimate issue in judging the applicability of the Jones Act is whether the existing factors establishing a connection with the United States are sufficient to outweigh "the most venerable and universal rule of the flag."

The Fifth Circuit well recognized this standard, but found a "heavy counterweight" to the flag, namely, that the "Hellenic Hero" "was for all commercial purposes owned and operated by a United States domiciliary", or more precisely, that "Hellenic Lines Ltd.,," the operator of said vessel and the employer of Respondent, had a base of operation in the U.S. and its majority stockholder, although an alien, was a resident of the United States.

Commercial presence, founded upon a base of operations and stockholder-residence in the United States, was not one of the points of contact which this Honorable Court set forth in Lauritzen. This Court voiced no concern over competitive economic benefits arising out of the selection of competing systems of law. Such concept was greatly stressed by the injured seamen in Lauritzen. As to this, the Lauritzen Court said:

"Respondent places great stress upon the assertion that petitioner's commerce and contacts with the ports of the United States are frequent and regular, as the basis for applying our statutes to incidents aboard his ships. But the virtue and utility of sea-borne commerce lies in its frequent and important contacts with more than one country. If, to serve some immediate interest, the courts of each were to exploit every such contact to the limit of its power, it is not difficult to see that a multiplicity of conflicting and overlapping burdens would blight international carriage by sea."

The Fifth Circuit went further in its theory of commercial presence. It held that commercial presence, per se, allowed it to pierce through the Greek corporate structure of the owning company, "Hellenic Lines Ltd.,," to the residency of the alien majority stockholder so as to reach

the conclusion that the "Hellenic Hero's" flag was one of convenience or sham. The authority upon which the Fifth Circuit performed this piercing exercise countervails the basis of the Court's decision. The misplaced authorities are those cases which hold that ownership of a foreign flag vessel by an American citizen (corporate or individual) in and of itself, is sufficient to make the foreign flag illusory, and this is so despite the foreign formalities and devices, including foreign residence etc. which the American places between himself and the flag. These cases pronounce no more than the well established principle of international law, which allows a state to govern the conduct of its own citizens on the high seas, in foreign countries, etc. Such principle was discussed by this Honorable Court in Lauritzen, wherein it stated at page 587:

"A state is not debarred by any rule of international law from governing the conduct of its own citizens upon the high seas or even in foreign countries or where the rights of other nations or the nationals are not infringed. (Citations omitted.) Until recent times this factor was not a frequent occasion of conflict for the nationality of ship was that of its owners. But it is common knowledge that in recent years the practice has grown, particularly among American ship-owners, to avoid stringent shipping laws by seeking foreign registration, eagerly offered by some countries. Confronted with such operations, our courts on occasion have pressed beyond the formalities of a more or less nominal registration to enforce against American shipowners the obligations which our law places upon them."

It is worthy to note that nowhere in its opinion did the Fifth Circuit mention the numerous and substantial con-

tacts with Greece of the Greek plaintiff, his Greek contract Hellenic Lines, Ltd., the Greek owning company and the Greek flag vessel, itself. It is submitted that these contacts were more than sufficient to show that the Greek character of the "Hellenic Hero's" flag and of the owning company were more than mere formalities. In any event, this Honorable Court in *Lauritzen*, by implication, announced that citizenship of the defendant shipowner is to be considered without heed paid to concepts of residency or economic advantage or disadvantage. While one of the contacts, which this Court stressed, was the "Allegiance or Domicile of the Injured" seamen, in talking of the defendant shipowner, it merely used the term "Allegiance". It must be assumed that this Court gave thoughtful reflection to use of the phrase "Allegiance of the Defendant Shipowner" and used it against the background of international maritime law, which, it is submitted, does not admit that allegiance should be based on the transitory concept of residency, or base of operations or that it should be defined in terms of economic ties with the United States. It is noteworthy that the Second Circuit in *Tjonaman v. A/S Glittre et al.*, 340 F. 2d 290 (2 CA 1965) cert. den. 381 U.S. 925 (1965) reh. den. 382 U.S. 873 (1965) inserted the word "national" before the phrase "Allegiance of the Defendant Shipowner".

The idea of doing business in or with the United States is essentially one of fragmented location of that part of foreign commerce between nations. The business is largely where the cargoes are. The United States because of its prodigious wealth has, at this time of history, an advantageous trade position in international commerce. To ex-

halt the commercial presence of alien corporations and ships in the United States over foreign flag and corporate structure, it is submitted, is nothing more than a nationalistic or chauvinistic exercise which stands as an affront to international comity, the sensibility of foreign sovereigns and as this Honorable Court stated "would blight international carriage by sea".

The international complications of this approach if sanctioned by this Honorable Court can not be underestimated. The great merchant fleets, passenger and cargo vessels, of sovereign powers trade continuously, systematically and substantially with all the major and minor ports of the United States. Concomitant with this trading, they maintain extensive offices, carry on extensive solicitations, business and financial operations in the United States, indeed far greater than the Petitioners here. Should we say to the Cunard Line, French Line, Italian Line, Holland-American Line and others, "your commercial presence in the United States, in and of itself, overrides your flag and you are subject to our laws without reference to your own laws"? It is submitted that these questions answer themselves.

The Fifth Circuit's decision in the instant case is in direct and utter conflict with the decision of the Second Circuit in *Tsakonites v. Transpacific Carrier Corporation*, 368 F. 2d 426, 2 Cir. 1966, cert. denied 386 U. S. 1007.

In *Tsakonites*, the Trial Court and the Court of Appeals, a learned and respected Admiralty Court, reviewed and carefully considered the United States residence of the majority stockholder and the United States base of busi-

ness operations of the Greek vessel and held that these were not sufficient to outweigh the Greek flag. *Tsakonites* was followed in *Nikitas Missos et al. v. Transpacific Carriers Corp. and Hellenic Lines, Ltd.* in the Southern District of New York. The memorandum opinion of Judge Frankel is annexed as Exhibit A. After the decision dismissing the suit, Christos Giakoumis, one of the plaintiffs, known as Christos S. Yocoumis, made claim and received an award by a Greek Court. Annexed as Exhibit B is a certified true translation of the decision from Greek into English.

In emphasizing the importance of internal discipline aboard a foreign flag vessel the resulting consequence in choice of law, this Court said in *Lauritzen* at pages 585-586:

"And so by comity it came to be generally understood among civilized nations that all matters of discipline and all things done on board which affected only the vessel or those belonging to her, and did not involve the peace or dignity of the country, or the tranquility of the port, should be left by the local government to be dealt with by the authorities of the nation to which the vessel belonged as the laws of that nation or the interests of its commerce should require. * * *"

This was but a repetition of settled American doctrine."

It is submitted that in the circumstances of this case, it is in the interest of Greek commerce and Greek law that accidents to Greek seamen aboard Greek flag vessels owned by Greek corporations be dealt with by Greek law and Greek Courts. The presence of Hellenic Lines, Ltd. and

its majority stockholder in the United States and the ship's visits to American ports are consonant with comity and American law and have not involved the peace or dignity of the United States or the tranquility of her ports.

CONCLUSION

The Greek Chamber of Shipping and the Union of Greek Shipowners, as *amici curiae*, respectfully ask this Court to reverse the opinion below denying the applicability of the law of the flag.

Respectfully submitted,

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Attorneys for Amici Curiae
19 Rector Street
New York, New York 10006

EDWIN K. REID
GEORGE D. BYRNES
Of Counsel

Certificate of Service

This is to certify that on the 26th day of February, 1970 copies of the above Brief thereof have been forwarded to:

George F. Wood of Pillans, Reams, Tappan, Wood & Roberts, Attorney for Petitioners, Hellenic Lines, Limited and Universal Cargo Carriers, Inc., whose consent to file this brief has been obtained, at his office and post office address, 510 Van Antwerp Building, P.O. Box 2245, Mobile, Alabama 36601.

Joseph B. Stahl, Attorney for Respondent, Zacharias Rhoditis, whose consent has been obtained, at his office and post office address, Baronne Building, New Orleans, Louisiana 70112.

JOHN R. SHENEMAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

1a

NIKKOS NIKOS, CHRISTOS GIANNOVIS, and
GEORGE DIANOS.

Plaintiffs,

-against-

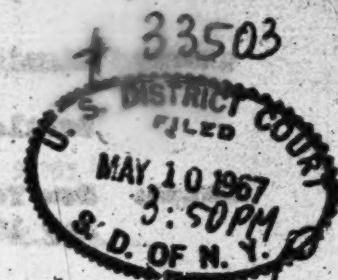
TRANSATLANTIC CARRIERS CORP.,
and HELLENIC LINES, LTD..

Defendants.

TRANSMIL, D.J.

This case is in all material respects identical with Tzakonitis v. Transatlantic Carriers Corp., 246 F. Supp. 635 (S.D.N.Y. 1965), aff'd, 368 F.2d 426 (2d Cir. 1966), which involved the same defendants. When defendants filed the present motion for summary judgment, plaintiffs' main contention was that Tzakonitis was not yet a firm precedent because it was pending on petition for a writ of certiorari. The petition has since been denied (Oct. T. No. 1125, April 17, 1967), and the parties have stipulated the facts leaving no doubt as to the controlling force of Tzakonitis.

Accordingly, the motion for summary judgment will be



MEMORANDUM

67 Civ. 704

EXHIBIT A.

Standard Classification of Diseases

Bottle order:

Dated: New York, New York
May 10, 1967

Naomi E. Frankel
U.S.D.J.

Number 423

MEMORANDUM OF COMPOSITION N° 551

In Piraeus, on this Wednesday, the 28th day of the month of February, in the year 1968, nineteen sixty eight ,at one o'clock p.m. before me, Al. Pilinos, Justice of the Peace in and for Piraeus and in the presence of the Clerk,Ariadni Manthou,-

APPEARED:

on the first part, HARIKELIA, wife of Comst. Androuopoulos, advocate, resident of Piraeus, Akti Miasouli 3, Card of Identity 4.125.867/67 -
of the Law Society of Athens, being in the present instance as Attorney-at-law, by order, for account and with mandate of the limited liability Company by shares, seated in Piraeus ("Hellenic Lines Ltd") under style " I HELLENIC ", legally represented, manager of the cargo vessel " HELLENIC LEADER " , flying the Hellenic flag, registered in the " Shipping Registers of the port of Piraeus," and of the second part, CHRISTOS Stefanou YACOUNIS, resident of the isle of Ikaria,(card of identity 4.I25.867/66) WHO set forth, declared and mutually acknowledged the following:

Christos Yacounis declared that upon agreement with the Representatives of the aforesaid Company, drawn up in Piraeus, he let on lease his services as sailor aboard the cargo vessel , managed by the said Company, " HELLENIC LEADER " , with salary and upon other conditions ,as provided by the Collective Contracts. That in execution of that agreement, he went to

RE DE GRECE
AFFAIRES ETRANGERES
DU MINISTÈRE

9.323

- 2 -

Heraklion, Crete, and was curtailed there on June 26, 1966 and on the same day embarked on board the said vessel where he offered his services up to December 29 1966, when he was dismissed in accordance with law, owing to an accident of which he fell victim during his work.

He was disabled completely, as a result of his fall from a very high mast, at the stern of the boat where he was with other members of the crew, and suffered a fracture of the frontal bone with comminuted fractures, fractures of the right zygomatic bone, fractures of the left maxilla, fractures of the right mandible, and a linear fracture of the right maxilla. The right eye was lost due to fracture of the right maxilla. The right nostril was closed due to fracture of the nasal septum. He was hospitalized for a long time in the hospital of Heraklion and then at home on convalescent leave (up to February 26, 1968, when all treatments ceased).

That owing to the said accident he suffered total unfitness to work, permanent and incurable and, given that his regular monthly salary, during the 12 months immediately preceding the accident, amounted to drachmae 6.632 or their equivalent in pounds NL-1745, i.e. a) salary £1 70.12.5 and b) board £2 11.12.0, while on the other part, his accident, under the aforesaid circumstances, constitutes, according to the provisions of the modified Law no 551, an accident in the exercise of his service due to such service, and is therefore entitled to an indemnity, amounting to the following sum, i.e.: According to the provision of the paragraph 2 of the art. 3 of the Royal

Mf

REME DE GRECE
LE DES AFFAIRES ETRANGERES
BUREAU DE TRADUCTION

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- 3 -

No. 9.393

Decree of the Royal Decree "Re: Amendment of the Act n° 551",
as amended by the art. 1 para. 2 of the Act n° 4705/1950, in
conjunction with the common decision n° 38904/1957 of the
ministers of Public Works, merchant Marine and Labour, which
provide that the indemnity due once for all in the event of
partial permanent impotence, due to a labour accident, consists
of the sextuple of the sum by which the yearly revenue of
the victim was diminished or may be diminished ^{(yearly/} revenue
from salary of the victim, and in the case of a diminution
exceeding 30.000 drachmae thirty thousand, the one fourth of
such excess is added.

So, on the basis of regular monthly salary of 6.832
drachmae the indemnity due amounts to drachmae 145.251. Further
the same is entitled to have sickness salaries for 75 days
out of any clinic, at the rate of 24.4-0 per month and further
salaries of 45 days in clinic £ 31.4.0 per month, i.e. he is
entitled to receive in all for the said reason £ 107.10.0
or drachmae 8.976, at the official rate of the British pound,
i.e. he is entitled to receive in all, drachmae 154.227 one hun-
dred and fifty four thousand two hundred and twenty seven,
on account of which sum he recognizes and acknowledges that
he has already received from the "Hellenic Lines, Ltd" I/
"ELLIKIKI" against receipts drachmae 49.860 twenty nine thousand
and sixty so that it remains a remainder to be received from
the managing the aforesaid ship Company "THE HELLENIC
LINES, Ltd I ELLIKIKI" of Drs. 125.167, which the said Company
is obliged to pay to him: -

REPRÉSENTATION DE GRECE
DES AFFAIRES ÉTRANGÈRES
PARIS
DU 22 JANVIER 1946

(4)

N° 10.593

The attorney-at-law of the said Company, HARICLIA ANDREOPOLOU declares that although she denies and rejects the accusations of Christos Iacoumis and also his claims in general as derived of any support by law and in the matter, so much as the latter has not suffered the accident invoked in the suit and also that his salary does not amount to the sum demanded by him, nor that he became totally impotent to work and in order to prevent judicial contests, expenses and damages, she accepts to proceed to the final settlement of the case by payment of the whole sum of indemnity demanded by any claim of the adverse party. She offers to pay him the sum of Drs. 25.000,- already paid him by the sum of Drs. 12.000,-

Further, both parties agreed that we approve and accept the arrangement. -

Mr. Justice of the Peace, seeing that said arrangement is not contrary to the art. 15 of the act 957/1930 as the same has been signed and is in force to-day, as the whole legal indemnity is paid, have approved and permitted present arrangement. Whereupon Har. Kolia-Andreasopoulou, in her aforesaid capacity, paid to Christos Iacoumis, in our presence, the sum of Drs. 12.000,- one hundred and twentyfive thousand one hundred and nine havers francs, which sum was received, as aforesaid, by Christos Iacoumis, who declared that he considers, acknowledges and recognises himself fully indemnified and satisfied for the aforementioned causes and gives full acquittance of

of any his claim and pretension against the Manager of the said vessel, "the Hellenic Lines ,Lts" its representatives, owners, operators, crew , insurers and Agents of the ship " Hellenic Lessor" deriving from his having been wounded on board of the said ship and generally from his while service on board of the same ,either on the basis of the Codified Law No 571, as it is in force to-day, or on the terms of Act No 3816/1958 " New Maritime Private Law" and more especially from its articles 16 and following or of the Civil Code of Law and of any other provision of any Hellenic Law, for any his claim , in principal, interests and expenses, including judicial ones deriving from the said cause of his service on board of the said vessel, generally, and by reason of moral damage, not having hereinafter any claim or pretension from the same or from any other cause, deriving from the premises, and /he does hereby renounce, expressly and without any reserve , all rights and demands deriving from any /entered or to be entered/ other suit and claims, before any courts of Justice of every degree and jurisdiction, in this or in another country, such as any writs of process and rights versus persons, especially by reason of moral prejudice, acknowledging and recognizing that all aforesaid persons have no other responsibility or obligation by reason of his accident, due to his own fault and responsibility, and not to any mechanical defect or deficiency of the ship her appurtenances, nor to any sole, neglect or act of omission of the officers and of the crew , or the men charged to charge or discharge the vessel, her owners , managers, insurers and Agents and, generally any person or persons appointed by the owners

MINISTÈRE DE GRECE
DES AFFAIRES ÉTRANGÈRES
AFFAIRS IN TRANSLATION

Sr

(6)

No 9.393

nor to any transgressions of Act and Rules by the persons appointed for the surety of the crew, but to the contrary, to his own negligence and willing transgression of the laws and regulations, and renounces expressly and without any reservation of any right to attack ^{presently} the crew for any reason formal or essential.

And Mariella Kolia-Andreopoulou, in her capacity, in accordance with the appears and acts, declared that she accepts in the name and for account of the "HELLENIC LINES, Ltd.", the Managers of the ship "The Hellenic Leader" and of the shipowners, managers, agents and insurers of the said vessel all abovenotioned conditions, propositions, avowals, acknowledgements and renouncements of Christian Yacoumis.—

Finally all contracting parties declared that they will bear the judicial costs of these presents.—

IN WITNESS WHEREOF present memorandum was drawn up which having been aloud and distinctly in the hearing of all parties herein and confirmed are signed in due form of law by all and me, the Justice of the Peace, after payment of the stamp tax for which the receipt in triplicate No 1154 of the receiver of incomes, Const. Syrianis of the Stamps Office of Piraeus, dated February 20, 1961, of Drs. 1652 one thousand eight hundred and fifty two, has been issued.—

The Appearers: The Clerk: The Justice of the Peace:
H. C. Andreopoulou A. Manthou Al. Pilinis
Chr. Yacoumis.

[Signature]

RE DE GRECE
DES AFFAIRES ETRANGERES
BUREAU DE TRADUCTION

9a

(7)

a. no 9.393

A TRUE COPY

In Piraeus, March 28, 1968. The Clerk: Th. Billias. L.S.

This is to certify the genuineness of the signature
of the Clerk who issued the copy, Theodore Billias, Judicial
Sub-Clerk of the first class in our Service and also of the
Clerk of first class who signed it.

In Piraeus, April 2, 1968. The Head of the Offices
of the Justice of the Peace, in and for Piraeus,

In Piraeus, April 2, 1968

The Head of the Justice of the Peace Offices of Piraeus:
L.S.) Illegible signature (pan.Papadimitropoulos, Judge of
the first instance.

This is to certify the genuineness of the signature
of the Judge of the first instance of Piraeus, Panay. Papadimitropoulos. Athens, April 2, 1968. The President of the
Court of the first instance of Piraeus: (L.S.) E. Dialynas

This is to certify the genuineness of the signature of
Mr E. Dialynas, President of the Court of the first instance of
Piraeus. In Athens, April 2, 1968. By authority of the
Minister of Justice: The Chief of Bureau: (L.S.) (sgd) N:Kryos.

SEEN for its correct stamping and timely delivery.
In Piraeus, even date. The Chief of Bureau: (L.S. illegible
signature).

A TRUE TRANSLATION

Athens, April 5, 1968. The Translator:

Ch. Kiceopoulos

Ch. Kiceopoulos.

ROYAUME DU MAROC
MINISTÈRE DES AFFAIRES ETRANGÈRES

Vu pour la régularisation de la signature
de M. EL HADJ MOUSSA
Trésorier au Ministère des Affaires Étrangères
ATHENES LE 8 AVRIL 1963
Sur autorisation du ministre
LE DIRECTEUR



10a

10b



11a
THE
REPUBLIC OF GREECE
PROVINCE OF ATTICA
CITY OF ATHENS
AMBASSY OF THE
UNITED STATES OF AMERICA

33.

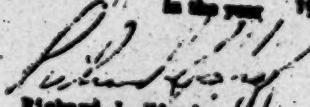
I, Richard J. Higgins,
Vice Counsel
of the United States of America at Athens, Greece, duly sworn,
and qualified, do hereby certify that, to the best of my knowledge and
belief, the signatures submitted to the foregoing documents, i. e.,

True copy of minutes of a session held by the Office
of the Justice of the Peace in and for Piraeus, Greece,
on February 28, 1968, duly certified by the local
custodian of such documents; in the name of T. KILIANIS
(Hellenic Lines, Ltd.), and Christos S. Theodosis, carrying
with official translation thereof in English.

Signature of P.L. KAVROKONIAS, Chief of Bureau

Ministry of Foreign Affairs of Greece, and that by virtue of which
I am empowered to certify, under the seal of the Ministry of Foreign
Affairs, to the authenticity of the signatures and to the capacity
of the Greek Government; and that the seal accompanying
herein is the seal of the Ministry of Foreign Affairs of Greece.
The Embassy assumes no responsibility for the contents of the attached

Witness my hand and the seal
of the Consular Section of the Embassy of
the United States of America at Athens,
Greece, this 30th day of April
In the year 1968


Richard J. Higgins,
Vice Counsel of the United States
of America